

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF ORO VALLEY

NO. <u>9044</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-6-84</u>
<i>[Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF ORO VALLEY, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include, but not be limited to the operation

and maintenance of traffic signals and/or highway lighting at the following locations:

US 89 and El Conquistador Way

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1984, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during

which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon being filed with the Secretary of State.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

Date: Dec. 2, 1983

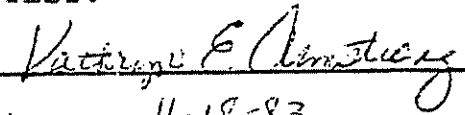
TOWN OF ORO VALLEY

By: 

Title: Mayor

Date: 11/18/83

ATTEST:


Date: 11-18-83

E.S. "STEVE" ENGLE, *Mayor*
JAMES H. PETERSON, *Vice Mayor*
JAMES D. KRIEGH, *Councilman*
PAULINE R. JOHNSON, *Councilwoman*
LOIS M. LAMBERSON, *Councilwoman*



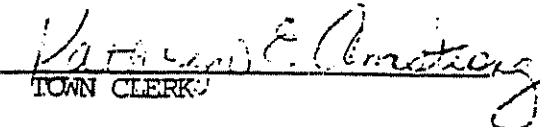
KATHRYN ARMSTRONG, *Town Clerk*
HENDERSON & OLLINGER, *Attorney*
DOOLEY-JONES & ASSOC., *Engineer*
ROYAL G. BOUSCHOR, *Magistrate*
WERNER S. WOLFF, *Chief of Police*

TOWN OF ORO VALLEY

680 W. Calle Concordia Oro Valley, Arizona 85704 Phone (602) 297-2591

"A motion was made by Councilman Kriegh authorizing Mayor Engle to enter into the Intergovernmental Agreement with the Chief Deputy State Engineer for the State of Arizona, Arizona Department of Transportation. The motion was seconded by Vice-Mayor Peterson and unanimously carried by a 5 - 0 vote."

I certify that this is a true excerpt taken from the Oro Valley Town Council Meeting of November 17, 1983. Dated this 22nd day of November, 1983.


TOWN CLERK

APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed inter-governmental agreement between the State of Arizona, Arizona Department of Transportation, and the Town of Oro Valley, and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

Dated this 24th day of June, 1983.

Town Attorney


By: 
Town Attorney

EXHIBIT "B"



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

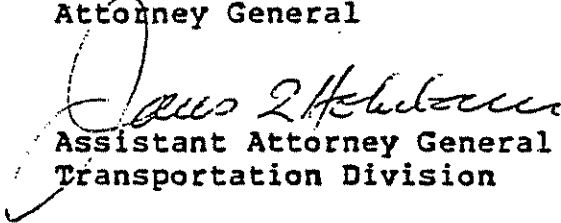
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 83-733, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10/17 day of December, 1982.³

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division